



The City of Manchester

Department of Highways

Facilities Division

January 11, 2006

REQUEST FOR PROPOSALS

Open Concept School Elimination

**INTERIOR AND EXTERIOR DESIGN, SYSTEM MODIFICATIONS, COST ANALYSIS,
CONSTRUCTION ADMINISTRATION**

The City of Manchester, NH, through its, Department of Highways, Facilities Division, is requesting proposals for the professional design, consulting, and construction administration services associated with construction for the above-mentioned purpose.

1) Summary

The main purpose of this project is to eliminate the “open concept format” at portions of the following schools:

Parker Varney Elementary
Highland Goffe’s Falls Elementary
Beech St. Elementary
Webster Elementary
Green Acres Elementary

The Architect will be required to work in conjunction with the Facilities Division, Manchester School District administration and faculty, in order to fully define the program and corresponding layout for the improvements. Programming meetings will be held with all parties prior to finalizing design concepts. The successful candidate will be required to bring forth and incorporate the latest concepts and functionality in elementary education.

The Architect’s work will include but not necessarily be limited to the following:

Extensive Preliminary Field Investigation
Field Detail Surveys
Design Engineering
Egress Analysis and Solution (as required)
Permit Acquisition
School Building Aid Acquisition

Final Contract Drawings and Bidding Documents
Construction Cost Estimates

Refer to details below and attached.

It is currently our intention to have at least two, or possibly three of the schools **bid** by April 30, 2006.

2) General Scope

The following is a general scope of services. A more detailed scope of services can be found in the modified B141-1997, to be sent at a later date. The City will execute a Contract with the successful Consultant based on this document. This Request For Proposals will also be referenced as a part of the Contract for the successful Consultant.

A. Preliminary and Pre-Bid Tasks

The Consultant will work with the Facilities Division, Manchester School District administration and faculty, as well as consult with appropriate state and local guidelines to determine design parameters and specifications for the project. All architectural and engineering services required to implement the improvements are to be included in the scope of work for the successful Consultant for this project. It is anticipated that the Consultant will conduct field investigations in order to develop a familiarity with the buildings. Programming sessions will then be held with School administration and faculty in order to define direction.

Based on the design parameters developed above, the Consultant will prepare conceptual design alternatives consisting of: drawings illustrating the scale and relationship of project components, layout alternatives, and semi-detailed estimates including all construction costs. The Consultant will present these alternatives to the Manchester School District administration and faculty and the Facilities Division for approval.

The Consultant shall then prepare, based on approved design parameters, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project.

Consultant will work in conjunction with the Facilities Division, Manchester School District administration and faculty in order to determine final product selection. Samples, when required, will be provided by Consultant in order to make informed decisions.

The Consultant is required to work and consult with the Facilities Division, the State Fire Marshall's office, the Manchester Building Department, the Manchester Health Department and all other permitting agencies in order to insure Federal, State and Local Code requirements and interpretations are met. This step is required to take place prior to issuance of final documents.

The consultant shall have all documents reviewed and approved by authorities having jurisdiction prior to issuance for bidding.

Construction documents shall comply with all current applicable Federal, State and Local codes, laws, regulations and requirements applicable to the project.

The working drawings shall be 1/8 inch scale or larger, measuring 24" x 36". Drawings shall be electronically prepared in AutoCAD DWG format. Additionally, provide the City with 50% reduction size drawing sets for review as requested. (11" x 17")

The Consultant will prepare and deliver, at a minimum, 50% and 95% contract documents for review by the Facilities Division (3 copies). Adequate time will be given for review and in the case of the 95% documents, allow at least 2 weeks for review without impeding bid schedule. It is expected that the Consultant will review progress sets with the Facilities Division every two weeks in order to insure objectives are being met.

Project specifications are required to be prepared from standard specifications provided by the Facilities Division. Consultant is required to review and modify for this project, as required.

The Consultant will deliver, along with final bid documents, detailed construction cost estimates, based on all items to complete the project, including consulting fees. All costs should be broken down as a percentage of total, along with dollar amounts.

The selected Consultant(s) shall be familiar with and comply with all relevant local, state and federal regulations and funding requirements including the Life Safety Code, Handicap Codes, ADAAG, and Building Codes.

Every aspect of this project is to be included in the scope of services, including specifications and bid documents for fixtures, furniture, and equipment (as required).

B. Bid Assistance

1. The CONSULTANT will provide bid assistance to the Facilities during the bid phase of the project. This will include:
 - Assisting the Department with contractor pre-qualification.
 - Chairing a pre-bid conference.
 - Preparing necessary sets of construction documents for bidders, the City and construction information services.
 - Keeping track of bidders list and documents distributed.

- Fielding questions from bidders in accordance with the Contract Documents, including preparation, distribution, and tracking of addenda.
- Assisting the Facilities Division at the bid opening.
- Recording, summarizing and evaluating bids received and making recommendation to the Facilities Division and the Department of Highways for selection of a contractor in accordance with the Contract Documents.

C. Construction Administration Services

1. Preconstruction Meeting

The CONSULTANT will preside over the preconstruction meeting and will prepare a memorandum from that meeting noting special concerns and agreed to stipulations.

2. Office Efforts

- a. Review, approve, and provide recommendations with respect to shop drawings.
- b. Review and recommendation of contractor invoices.
- c. Preside over weekly project meetings to facilitate on-going coordination with the City and contractor to resolve questions and issues as they arise and will record, prepare, and distribute the meeting minutes.
- d. Consider and evaluate contractors' suggestions for modifications to drawings and specifications.
- e. Provide clarification and interpretations of Contract Documents.
- f. Attend appropriate meetings with businesses, merchants, the Facilities Division, the Department of Highways, and other City departments as necessary to help facilitate the successful administration of this project during the construction period.
- g. Close out of the project, including preparation of a punchlist of items to be completed, repaired or re-done. Verify that all items have been completed and follow-up on same until such time that all items are complete.

- h. Prepare "As-built" drawings (2 paper copies and 1 electronic copy) utilizing the design drawings with revisions to show the actual construction. These shall incorporate all addenda and "SK" type drawings and be prepared from contractor supplied "redline" prints or from actual field conditions, where necessary. These shall be forwarded to the City at project completion in the form of one (1 ea.) paper copies 11"x17" and 24"x36" and 1 electronic copy in AutoCAD DWG format.
- i. Prepare and submit monthly status reports on the project.

3. *Project Management Responsibilities*

The Consultant will provide a Project Manager, with similar successful project experience and shall personally supervise the drawings and specifications. The Project Manager shall be the person: communicating with the owner's representative, attending and recording minutes of site meetings, and approving submittals and requisitions for payment. The Project Manager shall also attend meetings to justify change orders or assist in construction problem resolution. Please refer to Project Manager responsibilities' below.

The Project Manager shall not be substituted without the City's approval. Failure to comply with this requirement will be regarded as a breach between the City and the selected Consultant.

Duties of the Project Manager will include but not necessarily be limited to the following:

- Schedules - Review and track the progress schedule, schedule of submittals and shop drawings, and schedule of values prepared by the CONTRACTOR.
- Conferences & Meetings - Attend meetings with CONTRACTOR such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes.
- Liaison - Serve as CONSULTANTS liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent. Assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as owners' liaison with CONTRACTOR.
- Assist in obtaining from owner, additional details or information when required, for proper execution of the work.
- Inspection of Work throughout construction phase, from demolition to final acceptance. Site visits will be recorded in writing and forwarded to the Facilities Division. In addition, all deficiencies will be reported, in writing, to the Facilities Department. It is the responsibility of this inspector to insure that all deficiencies are noted and corrected.

4. *Submittals, Shop Drawings, and Samples*

- Record date of receipt of Submittals, Shop Drawings and samples.
- Receive samples, which are furnished at the site by CONTRACTOR.
- Review, **in accordance with plans and specifications**, all such material. Advise contractor whether proposal is “accepted”, “rejected”, or “accepted with revisions as indicated”.
- Advise CONTRACTOR of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

5. *Review of Work, Rejection of Defective Work, and Tests*

- Conduct on-site observations of the work in progress to ensure work is in compliance with the Contract Documents.
- Report work that is believed unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Follow up on all such instances with contractor to verify remedy implemented.
- Verify that tests and inspections required are conducted and that CONTRACTOR maintains adequate records thereof.
- Accompany visiting inspectors representing the City, State or other agencies having jurisdiction over the project, and record the results of these inspections.

6. *Records*

- Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, CONSULTANT'S clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

7. *Completion*

Observe, verify, follow up, document, and inform the City weekly (via fax) on status of all items on final punchlist until they have been completed or corrected. It is expected that after substantial completion, all outstanding items will be completed in a timely manner (within sixty days). It is unacceptable to the City to have items outstanding after that point. This should be made clear to all prospective bidders during the pre-construction meeting.

CONDITIONS OF PROPOSAL

1) INDEMNIFICATION AND INSURANCE REQUIREMENTS

In consideration of the utilization of Consultants services by the City of Manchester and other valuable consideration, the receipt of which is hereby acknowledged, Consultant agrees that all persons furnished by Consultant shall be considered the Consultant's employees or agents and that Consultant shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

CONSULTANT hereby agrees to protect, defend, indemnify and hold the City of Manchester and its employees, agents officers, and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgements, penalties, interests, court costs, legal fees and all other expenses including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property, including property of the City and without limitation by enumeration, all other claims or demands of every character occurring or in anyway incident to, in connection with or arising directly out of Consultant's negligence or willful misconduct. CONSULTANT agrees to investigate, handle, respond to, provide defense for and defend any such claims demands or suits at the sole expense of the CONSULTANT.

CONSULTANT agrees to maintain in full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- B. Automobile liability insurance for owned, non-owned, and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.

- C. Workers compensation insurance whether or not required by the NH Revised Statutes Annotated, 1955, as amended with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.
- D. Professional Liability insurance covering acts, errors or omissions committed in connection with or arising directly or indirectly out of the services being provided to the City of Manchester. The minimum limits of liability carried on such insurance shall be \$1,000,000 each claim and \$1,000,000 per policy year.
- E. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of and at the sole risk of Consultant.
- F. Insurance companies utilized must be admitted to do business in NH or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better, in the current edition of "Best's Key Rating Guide".
- G. CONSULTANT agrees to furnish certificates of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester and the **THE DEPARTMENT OF HIGHWAYS** as an additional insured (does not apply to professional liability) and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, 27 Market St., Manchester, New Hampshire 03101 and the **THE DEPARTMENT OF HIGHWAYS** at least thirty (30) days in advance of such cancellation or change.
- H. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of CONSULTANT'S liability hereunder or in anyway modify the CONSULTANT'S indemnification responsibilities to the City of Manchester and the Department of Highways.
- I. All subcontractors with respect to this agreement must comply with the same requirements and it will be the responsibility of the Contractor for compliance.

2) No Conflict

The Consultant, in submitting a proposal shall agree and *so state in its proposal* that no person acting for or employed by the City, has a direct or indirect financial interest in the proposal or in any portion of the profits which may be derived therefrom.

3) Legal Structure and Authority

Each proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation or any other legal entity. A proposal by a corporation shall also give the state of incorporation and have a corporate seal affixed, identify the principal place of business and any local office including address and telephone numbers. Each proposal shall be signed by a person legally authorized to bind the Consultant to a contract.

4) Compliance with Law

- a) The Consultant shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Consultant.
- b) Each proposal shall include a statement indicating that the Consultant has read and understood all conditions as outlined in the RFP.

5) Proposal Held Open

- a) No Consultant shall be permitted to withdraw its proposal for a period of sixty (60) days after the time and date as set forth in Article 1, paragraph 2. All proposals shall remain valid and binding for that period of time.
- b) The Consultant whose proposal is selected for recommendation shall not withdraw its proposal for an additional thirty (30) days after notice of selection or recommendation. The selected Consultant shall execute a contract for services within ten (10) days of being requested to do so.

6) City Reservation of Rights

- a. The City reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the City at its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the City to do so.
- b. Negotiation if undertaken by the City, is intended to result in a contract which is deemed by the City, in its sole discretion, to be in the City's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Consultant.
- c. The City reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including, but not limited to, terms and conditions required by

funding sources; and additional work which may be identified subsequent to the starting date of the contract.

- d. The City reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.
- e. Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all-inclusive. The City *will not* honor requests for payment of so-called reimbursable expenses.

7) Termination

The City reserves the right to terminate the contract upon ten (10) days written notice should the Consultant fail substantially to perform in accordance with the Agreement. In addition, the City reserves the right to terminate the contract at anytime or to reduce the Scope of Services in order to be consistent with the availability of funds. In the event of termination due to fault other than the Consultants, the Consultant shall be paid his compensation for services performed to termination date.

8) Consultants Responsibilities

The Consultant submitting a proposal for this project will make himself aware of all City requirements, including Liability Insurance coverage for the City pertaining to contracting with the City for Professional Services and proposed fees should they reflect any costs in connection with these requirements.

9) Work Authorization

The Consultant will be authorized to do work by being given a "Notice to Proceed" by the Department. Work shall commence within seven (7) calendar days of receipt of "Notice to Proceed" and shall proceed continuously to completion.

PROPOSAL REQUIREMENTS

PROPOSALS SHALL CONTAIN THE FOLLOWING INFORMATION:

1. A completed proposal form (see last page).
2. Proposed design team along with all sub-consultants firm credentials, capabilities, past experience and a listing of projects similar to this project. (Include name and telephone number of owner)
3. Firm credentials, capabilities, past experience, and a listing of projects similar to this project. (Include name and telephone number of owner)
4. Name of individual who will be responsible for the project along with his/her credentials, capabilities, past experience and a listing of projects similar to this project. (Include name and telephone number of owner)
5. Breakdown of proposed costs. The City will compensate the selected Consultant for services provided and justified on a fixed fee, including profit and overhead. This fixed fee is defined as all services required by this RFP and the attached scope of services. Costs should be broken down between design and construction administration and closeout, at a minimum.
6. Hourly rates for each professional and technical staff person to be utilized for this project. Include overhead and profit in hourly rates.
7. A certificate of insurance that meets or exceeds the City's insurance requirements.

The City reserves the right to accept any proposal, in whole or in part, to achieve the best proposal as determined by the City at its sole discretion.

The City shall prepare a modified AIA contract (B141-1997, attached), for the selected firm, to reflect the scope of services of this Request For Proposals.

Site visits may be arranged by contacting Mr. Eric Krueger, Facilities Division, (603) 624-6554 Ext. 22.

Questions regarding this proposal shall be forwarded **in writing** to the address listed below.

The information provided above is to the best of our knowledge. It is the responsibility of the proposing Consultant to visit these sites and to review any plans available, in order to gather and verify any information necessary, to provide a complete and accurate proposal.

Six (6) copies of the proposal are to be sealed in an envelope, and clearly identified as “PROPOSAL FOR CONSULTANT SERVICES—Open Concept Schools” to be received no later than Thursday, February 2, 2006 at the following location:

**City of Manchester
Department of Highways
275 Clay St.
Manchester, NH 03103**

Proposals will only be received on the ‘Professional Services Proposal’ form provided by the Facilities Division. Please contact Mr. Eric Krueger via fax (603) 624-6562 or email ekrueger@manchesternh.gov in order to receive the form. Please include your Company name, address, phone, fax, email, and contact information at time of request.

Proposals will be reviewed and interviews tentatively scheduled for the week of February 6, 2006.